



**Washington State  
Department of Transportation**

**REQUEST FOR PROPOSALS**  
**Nondestructive Test Methods for Steel Bridges Training**  
RFP No. SD-1101-TP-05

By  
Fred Atkinson  
Technical/Professional Training Program Manager  
Staff Development Branch

**PROPOSAL DUE DATE**  
3:00 PM, January 17, 2006

**EXPECTED CONTRACT TIME PERIOD**  
Three Years with option to extend an additional two years.

**CONSULTANT ELIGIBILITY**  
This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.



**Washington State  
Department of Transportation**

# **REQUEST FOR PROPOSALS TABLE OF CONTENTS**

1. INTRODUCTION
2. BACKGROUND
3. STATEMENT OF WORK
4. PROPOSAL REQUIREMENTS
5. POLICIES AND CONDITIONS
6. INSTRUCTIONS FOR SUBMITTING PROPOSALS
7. SELECTION PROCESS

## **APPENDIX:**

- Training Services Consultant Information Sheet
- Course Descriptions (one per course)
- Cost Sheet
- Sample Training Agreement
- Example of suggested format for Detailed Course Outline
- Example of suggested format for Macro Overview



**Washington State  
Department of Transportation**

# REQUEST FOR PROPOSALS

**December 9, 2005**

## 1. INTRODUCTION

The Washington State Department of Transportation (WSDOT), hereafter called "DEPARTMENT," is initiating this Request for Proposals (RFP) to solicit proposals from organizations or individuals, hereafter called "CONSULTANT," interested in participating in work as listed in this RFP.

## 2. BACKGROUND

2.1. **Project Overview:** To promote safety and comply with FHWA bridge inspection mandates, the DEPARTMENT sustains a well-qualified workforce of bridge inspectors and bridge engineers capable of evaluating the condition of bridges. Consequently, the DEPARTMENT has identified an ongoing need for training in the use of nondestructive testing (NDT) techniques for in-service bridge inspection and fabrication inspection. Therefore, the DEPARTMENT desires to establish training agreements with qualified CONSULTANTS to tailor and deliver training in ultrasonic testing, liquid penetrant testing, magnetic particle testing, and radiographic testing methods for WSDOT personnel engaged in the design and inspection of bridges.

2.2. **Training Programs:** The DEPARTMENT provides employee training in the following programs: Leadership and Management, Technical/Professional, Employee Development, Maintenance, Safety, and Information Technology. *This RFP solicits proposals for the Technical/Professional Program only.*

2.3. **Academic Approach:** All DEPARTMENT training programs require training courses to meet specific training needs unique to the DEPARTMENT's mission, strategic goals, quality values, and diverse work culture. The DEPARTMENT emphasizes instruction that is of a practical hands-on nature rather than a rigid academic approach.

3. **STATEMENT OF WORK:** The DEPARTMENT desires to enter into Training Agreements with qualified CONSULTANTS to perform work as listed in the categories below:

3.1. **Course Design/Development:** This involves accomplishing two general actions, usually in conjunction with DEPARTMENT subject matter experts and training staff, (1) Course design and development, and (2) Development of instructor and student materials. *Course Design/Development is not included in this RFP.*

3.2. **Course Delivery:** The CONSULTANT'S effort is usually limited to delivery of courses and materials already developed. Tailoring of course content and instructional materials to meet the DEPARTMENT mission, strategic goals, and participants' skill level may be required. The medium envisioned is instructor-led training including practical exercises in a classroom setting. The DEPARTMENT emphasizes hands-on, experiential-based, interactive instruction using an adult learning model. The techniques discussed and practiced should represent the

most up to date and advanced techniques used today. ***Delivery of the courses listed below is included in this RFP.***

- 3.2.1. **Courses:** Course content shall be based on Recommended Practice No. SNT-TC 1A, 2001, by The American Society for Nondestructive Testing, Inc. The following courses (see Appendix for course descriptions) shall be tailored and delivered:
- Ultrasonic Testing of Bridge Pins Level I & II
  - Liquid Penetrant Testing Level I & II
  - Magnetic Particle Testing Level I & II
  - REFRESHER Ultrasonic Testing of Bridge Pins Level II
  - REFRESHER Liquid Penetrant Testing Level II
  - REFRESHER Magnetic Particle Testing Level II
  - Radiographic Film Interpretation for Weldments
  - Ultrasonic Testing of Weldments Level I
  - Ultrasonic Testing of Weldments Level II
- 3.2.2. **Instructor Certification:** Instructors shall hold current NDT Level III certification, per SNT-TC-1A guidelines, for each test method taught.
- 3.2.3. **Equipment:** Classroom demonstrations, practical exercises, and practical examinations for ultrasonic testing training shall incorporate test equipment of the same makes and models used by the DEPARTMENT. Dye penetrant testing training and magnetic particle testing training shall incorporate test equipment similar to that used by the DEPARTMENT. Provide the following equipment for each type of training listed below:
- 3.2.3.1. Ultrasonic testing training provide:
- Krautkramer USN22L
  - Krautkramer USN52L
  - Panametrics Epoch III
- 3.2.3.2. For dye penetrant testing training provide field kits with aerosol cans
- 3.2.3.3. For magnetic particle testing training provide field kits with hand-held yokes.
- 3.2.4. **Examinations:** Each course shall incorporate written and/or practical examinations as indicated in the course description. The length and content of the examinations shall conform to SNT-TC-1A recommended practice. As a minimum, written examinations and answer sheets for each course shall be updated after delivery of three training sessions, and each time thereafter when three additional sessions are delivered. Updating shall consist of replacing or substantially altering at least half the questions on the examination.
- 3.2.5. **Registration and Attendance:** Courses will be scheduled by the WSDOT Staff Development Office and participants will be registered in WSDOT's training management system. For each session (class) the WSDOT Staff Development Office will provide the CONSULTANT's instructor with a roster to be initialed by each participant. In addition to the roster, the instructor shall maintain a daily record of attendance for each session. Following each session the instructor shall return the daily attendance records and the roster to the WSDOT Staff Development Office. The instructor shall clearly indicate on the roster the names of participants who successfully completed the course and the instructor shall sign and date the roster.
- 3.2.6. **Evaluation of Training:** At the conclusion of each session, the CONSULTANT's instructor shall distribute WSDOT Training Evaluation forms to all participants for completion, collect the completed forms, and return them to the WSDOT Staff Development Office.

#### 4. **PROPOSAL REQUIREMENTS:** Proposals must contain the following:

**4.1. General:**

- 4.1.1. **Proof of Licensing:** The CONSULTANT must be licensed to do business in the state of Washington. For information about licensing or exceptions, call the Washington State DEPARTMENT of Licensing at (360) 664-1400, or the Washington State DEPARTMENT of Revenue at 1-800-647-7706.
  - 4.1.2. **Background and Experience:** Submit the following:
    - 4.1.2.1. A brief (one page) description of the CONSULTANT'S firm and a similar description of any expected subcontractor(s).
    - 4.1.2.2. Resumes of the key personnel.
  - 4.1.3. **Approach and Understanding of Requirements:** Submit a one-page statement including: 1) broadly stated goals and objectives; 2) a description of how the CONSULTANT will accomplish the work outlined in this RFP; and 3) a statement of the availability of instructors and key staff for the work.
  - 4.1.4. **Instructor Resumes:** Attach resumes for each CONSULTANT instructor/facilitator including a brief bio-sketch, recent work history; professional licenses; credentials, NDT Level III certification, and educational background.
  - 4.1.5. **References:** Submit a list (one-page) of similar training services you have provided. Include the organization for which training was conducted, description of training, and name and telephone number of client representative.
  - 4.1.6. **Previous Work:** Submit a sample, or cite examples, of previous work showing a product representative of the CONSULTANT'S expertise in the area of interest.
  - 4.1.7. **Cost Proposal:** Submit the following:
    - 4.1.7.1. **Cost Sheet** – Submit the total cost per session for delivery of each proposed course using the cost sheet provided in the appendix.
    - 4.1.7.2. **Detailed Cost Breakdown** – For each total cost per session entered on the cost sheet, attach a detailed cost breakdown. Costs for travel, meals and lodging shall be limited to the published allowable state rates. The cost breakdown should include:
      - **Direct Salary Costs** – Include number of hours and salary rates for each task.
      - **Overhead Costs** – Based upon a percentage of direct salary.
      - **Fixed Fee Costs** – Based upon a percentage of direct salary costs.
      - **Travel, Per Diem, and Miscellaneous Expenses** (no expenses will be reimbursed)–Include mileage, travel, lodging, computer, copies, per diem etc.
      - **Sub-consultant Expenses (if any)**– Include estimated costs for sub-consultants. This will be an accumulative amount that will include direct salary costs, overhead costs, fixed fee costs, and miscellaneous expenses.
- 4.2. **Minority and Women Business Enterprises (MWBE) Status:** Submit a complete Training Services Consultant Information Sheet (see Appendix).
- 4.3. **Products submitted for each course with this RFP:** Submitted material should be based on similar courses already developed by the CONSULTANT. Submitted material need not be tailored to the DEPARTMENT. Submit the following for each course to be delivered:
- 4.2.1. **Course Description** – The WSDOT course description, included in the appendix, may be submitted as is or modified and/or expanded to describe the proposed course.

- 4.2.2. Detailed Course Outline – Use a format similar to the example included in the Appendix or similar to the SNT-TC-1A course outline.
  - 4.2.3. MACRO overview (example of suggested format is in the Appendix) – The macro overview should relate instructional modules as shown in the course outline to the learning objectives listed in the course description. Include instructional methods and time allocation for each module.
  - 4.2.4. Sample Examination(s) – Submit a sample written examination and/or a description of the practical examination for use in the course.
  - 4.2.5. List of equipment, including the manufacturer, model number, and number of items to be provided by the CONSULTANT at each training session.
- 4.3. **Products to be delivered after award of Training Agreement:** For each course the following Training Materials shall be tailored to the DEPARTMENT and submitted to the WSDOT Staff Development Office for approval:
- 4.3.1. **CONSULTANT Materials** including MACRO overview, course lesson plan, hard copy of powerpoint presentation, and a list of other audio/visual aids, i.e., charts, graphs, maps, devices, equipment, video, books, illustrations if not included in the powerpoint presentation.
  - 4.3.2. **Course Materials** including student notebooks/workbooks, handouts and reference materials, written examination materials and/or a description of practical examination procedure and evaluation.

## 5. **POLICIES AND CONDITIONS**

- 5.1. **Proposals:** Proposals and associated materials submitted by prospective CONSULTANTS will not be returned. Submission of materials for the RFP does not provide ownership to the DEPARTMENT unless ownership is established through purchase or other applicable arrangements.
- 5.2. **Proprietary Information:** If the CONSULTANT considers any of the information contained in the proposal as proprietary, the portion(s) considered proprietary must be clearly designated. Marking of the entire proposal as proprietary will not be accepted.
- 5.3. **Evaluation of Proposals:** Proposals will be evaluated by a DEPARTMENT Selection Board convened within thirty days after the closing date for submittal.
- 5.4. **Minority and Women Business Enterprises:** In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. For information regarding MWBE certification, call (360) 753-9693, or write to OMWBE, 406 South Water, Post Office Box 41160, Olympia, Washington 98504-1160.
- 5.5. **Washington State Affirmative Action:** Training Agreements will be awarded and administered in full compliance with Washington State Affirmative Action laws and policies.

- 5.6. **Independent Consultants:** An independent contractor relationship will be created by any agreement for training resulting from this RFP. The CONTRACTOR and his or her employees or agents performing under such an agreement are not employees or agents of the DEPARTMENT or the state of Washington. Conduct and control of the work will be solely with the CONTRACTOR.
- 5.7. **CONSULTANT Availability:** CONSULTANTS must make themselves available, at no additional cost, for reasonable planning, coordination, and consultation with the DEPARTMENT'S staff during the life of the Training Agreement.
- 5.8. **Task Assignment:** CONSULTANTS will be authorized to perform work by written task assignment (Task Order). This is a document that specifies what task or work will be done providing specific dates, times, locations and cost. The task assignment must be signed by the CONSULTANT and the authorized representative of the DEPARTMENT prior to the performance of any task or work.
- 5.9. **Payment of Fees:** Fees for Training Agreement performance will be paid for each session actually delivered on a session-by-session basis. Fees will be based on the CONSULTANT'S approved cost proposal (Cost Sheet) and will be paid as provided in the issued task assignment.
- 5.10. **Partial Payments:** Partial payments for Task Assignments may be negotiated between the CONSULTANT and the DEPARTMENT.
- 5.11. **Travel and Per Diem:** All travel and per diem will be the responsibility of the CONSULTANT and should be considered when preparing cost proposals. No separate allowances or fees will be paid for travel or per diem.
- 5.12. **Training Support Provided by the DEPARTMENT:** For the performance of sessions the DEPARTMENT will provide the following, as appropriate: room or facility, attendance rosters and evaluation forms.
- 5.13. **Period of Contracts:** Training Agreements will be awarded for a three year period. The DEPARTMENT reserves the right to extend the contract for an additional two year period at the same costs.
- 5.14. **Contract Direction and Administration Responsibilities:** A DEPARTMENT Staff Development Program Manager will be responsible for providing general direction and administration throughout the life of an awarded Training Agreement. The responsible manager will be the final authority for decisions pertaining to the Training Agreement.
- 5.15. **Copyright Privileges:** All copyright privileges for any material developed to satisfy the terms of the Training Agreement resulting from this RFP process are to remain the property of the DEPARTMENT. Exceptions to this policy must be agreed upon by the DEPARTMENT and specified in writing in the Agreement for Training. A sample training agreement is included in the Appendix.
- 5.16. **Property of the DEPARTMENT:** Written materials owned by the DEPARTMENT that are required by the CONSULTANT for session implementation will be made available by the DEPARTMENT upon request. These items remain the property of the DEPARTMENT and

are to be returned to the DEPARTMENT upon request.

- 5.17. **ADA:** The DEPARTMENT complies with the Americans with Disabilities Act (ADA). CONSULTANTS may contact the RFP responsible Program Manager to receive this RFP in Braille or on tape.
- 5.18. **Proposal Format:** All proposals must be on eight and one-half by eleven (8½x11) inch paper and placed in binders or folders with tabs separating the major sections of the proposal.
- 5.19. **Signatures:** The Letter of Submittal and forms requiring signature must be signed and dated by a person authorized to legally bind the CONSULTANT to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.
- 5.20. **Failure to Comply:** The CONSULTANT is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.
- 5.21. **Revisions to the RFP:** The DEPARTMENT reserves the right to revise the RFP and to issue addenda to the RFP. The DEPARTMENT further reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, addenda will be posted, with the RFP, on the Staff Development web page. Monitor the web page for updates and additional information concerning the RFP. No other notification of addenda or additional information concerning the RFP will be provided. (see paragraph 6.5).
- 5.22. **Acceptance Period:** Proposals providing less than 60 days for acceptance by the DEPARTMENT from the due date set for receipt of the proposals will be considered non-responsive and will be rejected. Proposals that do not address all areas requested by the RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.
- 5.23. **Rejection of Proposals:** The DEPARTMENT reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The DEPARTMENT also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal.
- 5.24. **Most Favorable Terms:** The proposal should be submitted initially on the most favorable terms which the CONSULTANT can propose. There will be no best and final offer process. The proposal should be submitted initially on the most favorable terms which the CONSULTANT can propose. The CONSULTANT should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The DEPARTMENT reserves the right to make an award without further discussion of the proposal submitted, however, the responsible RFP Program Manager may contact the CONSULTANT for clarification of a portion of the CONSULTANT'S proposal. Contract negotiations may incorporate some or all of the CONSULTANT'S proposal. It is understood that the proposal will become part of the official file on this matter without obligation to the DEPARTMENT.



- 5.25. **Obligation to Contract:** This RFP does not obligate the State of Washington or the DEPARTMENT to contract for service(s) specified herein.
- 5.26. **Costs to Propose:** The DEPARTMENT will not be liable for any costs incurred by the CONSULTANT in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

- 6.1. **Review the Web Postings for this RFP:** The web postings (see paragraph 6.5) for this RFP may include additional information not issued by other means.
- 6.2. **Review the RFP:** Review the RFP including all appendices and examples.
- 6.3. **Determine if a Proposal is Desired:** Proposals must be submitted for all of the work outlined in section 3., Statement of Work, for each proposed course. Some or all of the courses listed in paragraph 3.2.1, Courses, may be included in the proposal.
- 6.4. **Submit Five Copies of the Complete Proposal:** Ensure all applicable proposal requirements are met as stated in the RFP. Proposals may be delivered by mail, hand delivery, or submitted electronically.
- 6.5. **Additional Information:** For additional information or assistance, call the WSDOT Staff Development branch, Technical/Professional Training Program Manager, Fred Atkinson at (360) 705-7066 or Program Assistant, Carole Ransier at (360) 705-7062. A project overview, web links to this RFP, addenda (if issued), and other information concerning the RFP will be posted on the Staff Development web page, <http://www.wsdot.wa.gov/employment/staffdev/RFP.htm>, monitor the web page for updates.
- 6.6. **Identification and delivery of the RFP Packet:** Proposals must be received no later than the date and time indicated on the RFP web page (see paragraph 6.5).
- 6.6.1. If delivering by **mail**, address the RFP as follows:  
WSDOT Staff Development Branch  
**NDT Training RFP** – Fred Atkinson  
PO Box 47310  
Olympia, WA 98504-7310
- 6.6.2. If delivering by **hand or parcel service**, address the RFP as follows:  
WSDOT Staff Development Branch  
**NDT Training RFP** – Fred Atkinson  
Transportation Building, 310 Maple Park Ave., SE  
Room 1B19  
Olympia, WA 98504-7310
- 6.6.3. If submitting the proposal **electronically**, send attached to an e-mail to Fred Atkinson in the WSDOT Staff Development office as follows:  
To: [atkinsf@wsdot.wa.gov](mailto:atkinsf@wsdot.wa.gov)  
Subject: NDT Training RFP .
- Attachments to e-mail shall be Microsoft Word documents. Zipped files cannot be received and cannot be used for submission of proposals. Consultants submitting proposals via e-mail shall also send copies of the letter of submittal and the certification and assurances form with original signatures to the RFP Coordinator. The AGENCY does not assume responsibility for any problems in the e-mail.

## 7. **SELECTION PROCESS**

- 7.1. **Selection Board:** A DEPARTMENT selection board will be convened to review all proposals submitted. The board will be convened within 30 days of the closing date for submittals. Based on the board's review, consultants will be selected and Training Agreements will be completed and executed. At the option of the DEPARTMENT, interviews may also be required.
- 7.2. **Criteria for Selection:** The following criteria will be used to score proposals submitted in accordance with this RFP. The criteria will be weighted, as a percentage of the total score, approximately as shown below:
  - 7.2.1. Instructional Design (10%): The submitted products demonstrate that the CONSULTANT used a systematic process to integrate SNT-TC-1A recommended course content with appropriate instructional methods, media, and examinations.
  - 7.2.2. Course Content(10%): The proposed courses address the learning objectives stated in the course descriptions and conform SNT-TC-1A recommended practice.
  - 7.2.3. Instructional Methods, Media, and Equipment (10%): The proposed instructional methods and media are relevant to work situations and appropriate to subject matter; provide variety; and employ interactive exercises suitable for adult learning. The amount of equipment provided insures all attendees can participate in practical exercises and examinations within a reasonable amount of time.
  - 7.2.4. Evaluation(10%): The written and practical examinations emphasize main teaching points, motivate attendees, and measure ability to accomplish behavioral objectives listed in the course description and conform SNT-TC-1A recommended practice.
  - 7.2.5. Experience (20%): The Consultant's experience providing similar training as well the CONSULTANT's related work experience is relevant to evaluation of steel bridges and work situations encountered by DEPARTMENT personnel.
  - 7.2.6. Capabilities(20%): The CONSULTANT has the resources and ability adequate to deliver training in a timely manner.
  - 7.2.7. Cost(20%): Cost will be considered in view of the DEPARTMENT's budget and reasonable market pricing for product and services expected.
- 7.3. **Affirmative Action:** Disadvantaged business participation will be considered as discussed in paragraph 5.4 and 5.5.



**Washington State  
Department of Transportation**

# APPENDIX



**Washington State  
Department of Transportation**

## Certification and Assurances

RFP No. SD-1101-TP-05

### Training Services Consultant Information Sheet

Name of Business: \_\_\_\_\_

Business Revenue Registration Number: \_\_\_\_\_

If business is *not* incorporated, your  
Social Security or Federal Identification Number: \_\_\_\_\_

Names of CONSULTANT Instructor(s)

(a resume for each CONSULTANT instructor/facilitator is required under section 4.1.4):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business address: \_\_\_\_\_

Telephone/Fax Numbers

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Check Yes or No for the following questions providing additional information as noted:**

Is 51 percent of your business owned and administered by disadvantaged persons? \_\_\_\_ Yes \_\_\_\_ No

*If your answer is yes, complete a) and b):*

a) Is your firm registered with the Washington State Office of Minority  
and Women's Business Enterprises (OMWBE): \_\_\_\_ Yes \_\_\_\_ No

b) If yes, enter your OMWBE Certification Number: \_\_\_\_\_  
and attach proof of certification issued by the OMWBE.

Is any person employed by your organization a current or former state employee? \_\_\_\_ Yes \_\_\_\_ No

*If YES, list the employee's name, agency, date last employed, position, and title.*

**I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):**

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the DEPARTMENT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the DEPARTMENT will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the DEPARTMENT, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the CONSULTANT and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other CONSULTANT or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample training agreement. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the CONSULTANT to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the DEPARTMENT the right to contact references and others, who may have pertinent information regarding the CONSULTANT's prior experience and ability to perform the services contemplated in this procurement.

*Note: If submitted electronically, include the following:*

*On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.*

---

Signature of CONSULTANT

---

Title

---

Date



## Course Description

**Course Title: BR: NDT Methods – Ultrasonic Testing of Bridge Pins Level I & II**

**Course Description:**

Ultrasonic testing (UT) is a nondestructive testing method in which beams of high-frequency sound waves are introduced into the material being tested. The sound waves are reflected and refracted at interfaces such as surfaces and material discontinuities. The refracted beam is analyzed using a digital oscilloscope to determine discontinuity locations. This course teaches and evaluates students on specific techniques for the ultrasonic testing of bridge pins and the interpretation of test results in accordance with WSDOT office practice, Guidelines for UT Inspection of Hanger Pins, FHWA Publication No. FHWA-HRT-04-043, July 2004 and Recommended Practice No. SNT-TC-1A, published by the American Society for Nondestructive Testing, 2001.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Explain the basic theory, practices and terminology used in ultrasonic testing.
2. Perform basic UT scope setups and calibrations using current WSDOT issued UT equipment.
3. Pass a written examination on ultrasonic theory and practice in preparation for Level I certification by WSDOT.
4. Select the appropriate transducer for bridge pin testing.
5. Correctly identify, locate and document anomalous indications on test pins.
6. Pass a practical test on ultrasonic testing in preparation for Level II certification by WSDOT.

**Recommended Attendance:**

All WSDOT personnel involved in the performance of supervision of ultrasonic inspection.  
Design engineers involved in design or review of components requiring ultrasonic inspection.

**Hours: 40**

**Class Size: 12**

**Course Code: BKC**



## Course Description

**Course Title: BR: NDT Methods – Liquid Penetrant Testing Level I & II**

**Course Description:**

Liquid penetrant testing is a nondestructive testing method in which a liquid is applied to the surface of the material being tested. Capillary action draws the liquid into discontinuities in the surface of the material. The surface layer of liquid is removed and capillary action draws the liquid back out of discontinuities so that it is visible on the surface of the material at the site of the discontinuity. This course teaches and evaluates students on specific techniques for the liquid penetrant testing of steel bridge components and the interpretation of test results in accordance with WSDOT office practice and *Recommended Practice No. SNT-TC-1A*, published by the American Society for Nondestructive Testing, 2001.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Explain the basic theory, practices, and terminology used in liquid penetrant inspection.
2. Discuss the advantages and limitations of the method.
3. Refer to commonly referenced specifications and standards.
4. Pass a written examination on liquid penetrant testing in preparation for Level II certification by WSDOT.

**Recommended Attendance:**

All WSDOT personnel involved in the performance of supervision of liquid penetrant inspection. Design engineers involved in design or procurement of items requiring subject to liquid penetrant inspection.

**Hours: 12**

**Class Size: 12**

**Course Code: BKD**



## Course Description

**Course Title: BR: NDT Methods – Magnetic Particle Testing Level I & II**

**Course Description:**

Magnetic particle testing is a nondestructive testing method in which the magnetic field is introduced into the ferromagnetic material being tested. This magnetic field is interrupted by discontinuities on the surface or nearby subsurface of the material causing a magnetic leakage field. This leakage field is detected by applying fine ferromagnetic particles over the surface and observing the collection of particles at the leakage points. This course teaches and evaluates students on specific techniques for the magnetic particle testing of steel bridge components and the interpretation of test results in accordance with WSDOT office practice and *Recommended Practice No. SNT-TC-1A*, published by the American Society for Nondestructive Testing, 2001.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Explain the basic theory, practices, and terminology used in magnetic particle testing.
2. Discuss the advantages and limitations of the test method.
3. Refer to commonly referenced specifications and standards.
4. Pass a written examination on magnetic particle inspection in preparation for Level II certification by WSDOT.

**Recommended Attendance:**

All WSDOT personnel involved in the performance of supervision of magnetic particle inspection. Design engineers involved in design or procurement of items subject to magnetic particle inspection.

**Hours: 20**

**Class Size: 12**

**Course Code: BKE**





## **Course Description**

**Course Title: BR: NDT Methods REFRESHER – Ultrasonic Testing of Bridge Pins Level II**

**Course Description:**

Ultrasonic testing (UT) is a nondestructive testing method in which beams of high-frequency sound waves are introduced into the material being tested. The sound waves are reflected and refracted at interfaces such as surfaces and material discontinuities. The refracted beam is analyzed using a digital oscilloscope to determine discontinuity locations. This refresher course briefly revisits Course BR: NDT Methods – Ultrasonic Testing of Bridge Pins Level I & II and evaluates students for competency in accordance with WSDOT office practice. Satisfactory completion of this refresher course maintains Level II certification for 12 months.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Explain the basic theory, practices and terminology used in ultrasonic testing.
2. Perform basic UT scope setups and calibrations using current WSDOT issued UT equipment.
3. Select the appropriate transducer for bridge pin testing.
4. Correctly identify, locate and document anomalous indications on test pins.
5. Pass a practical test on ultrasonic testing.

**Recommended Attendance:**

All WSDOT personnel involved in the performance of supervision of ultrasonic inspection.

**Prerequisites:**

Completion of Course BR: NDT Methods – Ultrasonic Testing of Bridge Pins Level I & II.

**Hours: 8**

**Class Size: 12**

**Course Code: CV8**



## Course Description

**Course Title: BR: NDT Methods REFRESHER – Liquid Penetrant Testing Level II**

**Course Description:**

Liquid penetrant testing is a nondestructive testing method in which a liquid is applied to the surface of the material being tested. Capillary action draws the liquid into discontinuities in the surface of the material. The surface layer of liquid is removed and capillary action draws the liquid back out of discontinuities so that it is visible on the surface of the material at the site of the discontinuity. This refresher course briefly revisits Course BR: NDT Methods – Liquid Penetrant Testing Level I & II and evaluates students for competency in accordance with WSDOT office practice. Satisfactory completion of this refresher course maintains Level II certification for 12 months.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Explain the basic theory, practices, and terminology used in liquid penetrant inspection.
2. Discuss the advantages and limitations of the method.
3. Refer to commonly referenced specifications and standards.
4. Pass a practical examination on liquid penetrant testing.

**Recommended Attendance:**

All WSDOT personnel involved in the performance of supervision of liquid penetrant inspection. Design engineers involved in design or procurement of items requiring subject to liquid penetrant inspection.

**Prerequisites:**

Completion of Course BR: NDT Methods – Liquid Penetrant Testing Level I & II.

**Hours: 4**

**Class Size: 12**

**Course Code: CV9**



## **Course Description**

**Course Title: BR: NDT Methods REFRESHER – Magnetic Particle Testing Level II**

**Course Description:**

Magnetic particle testing is a nondestructive testing method in which the magnetic field is introduced into the ferromagnetic material being tested. This magnetic field is interrupted by discontinuities on the surface or nearby subsurface of the material causing a magnetic leakage field. This leakage field is detected by applying fine ferromagnetic particles over the surface and observing the collection of particles at the leakage points. This refresher course briefly revisits Course BR: NDT Methods – Magnetic Particle Testing Level I & II and evaluates students for competency in accordance with WSDOT office practice. Satisfactory completion of this refresher course maintains Level II certification for 12 months.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Explain the basic theory, practices, and terminology used in magnetic particle testing.
2. Discuss the advantages and limitations of the test method.
3. Refer to commonly referenced specifications and standards.
4. Pass a practical examination on magnetic particle testing.

**Recommended Attendance:**

All WSDOT personnel involved in the performance of supervision of magnetic particle inspection. Design engineers involved in design or procurement of items subject to magnetic particle inspection.

**Hours: 4**

**Class Size: 12**

**Course Code: CWA**



## **Course Description**

**Course Title: BR: NDT Methods – Radiographic Film Interpretation for Weldments**

**Course Description:**

Radiographic testing is a nondestructive testing method in which the material to be tested is subjected to radiation. The differential absorption of the radiation due to thickness, density, and discontinuities is imaged on a photographic negative and the negative is analyzed to determine the extent and severity of anomalous results. This course focuses on material discontinuities inherent to welding processes and radiographic techniques for detection of such discontinuities in weldments.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Explain the basic theory and terminology of welding processes for steel bridge structures and discuss the inherent types of discontinuities for each process.
2. Discuss the advantages and limitations of radiographic inspection techniques for welded assemblies.
3. Discuss the basic requirements for interpretation of radiographic test results.
4. Refer to commonly referenced specifications and standards for radiographic testing of welds.
5. Correctly interpret radiographic film for test samples with known discontinuities.

**Recommended Attendance:**

All WSDOT personnel involved in the review or supervision of radiographic inspection of weldments. Design engineers involved in design or procurement of welded fabrications subject to radiographic inspection.

**Hours: 24**

**Class Size: 12**

**Course Code: BKF**



**Washington State  
Department of Transportation**

## **Course Description**

**Course Title: BR: NDT Methods – Ultrasonic Testing for Weldments Level I**

**Course Description:**

Ultrasonic testing (UT) is a nondestructive testing method in which beams of high-frequency sound waves are introduced into the material being tested. These sound waves are reflected and refracted at interfaces such as surfaces and material discontinuities. The refracted beam is analyzed using a digital oscilloscope to determine discontinuity locations. This course teaches specific techniques for the ultrasonic testing of weldments.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Explain the basic theory and terminology of welding processes for steel bridge structures and discuss the inherent types of discontinuities for each process.
2. Discuss the advantages and limitations of UT methods for welded joints.
3. Perform basic UT scope setups and calibrations using current WSDOT issued UT equipment.
4. Pass a written examination on ultrasonic theory and practice in preparation for Level I certification by WSDOT .

**Recommended Attendance:**

All WSDOT personnel involved in the review or supervision of ultrasonic inspection of weldments. Design engineers involved in design or procurement of welded fabrications subject to ultrasonic inspection.

**Hours: 24**

**Class Size: 12**

**Course Code: CWB**



## Course Description

**Course Title: BR: NDT Methods – Ultrasonic Testing for Weldments Level II**

**Course Description:**

This course builds on and reinforces the knowledge of ultrasonic testing theory and practices developed in the ultrasonic testing Level I class for weldments. This course emphasizes the specific techniques used in the inspection of welds and the interpretation of results in accordance with commonly referenced codes, standards, and specifications.

**Course Objectives:**

Upon completion of this course participants will be able to:

1. Refer to commonly referenced codes and standards for ultrasonic inspection of welds.
2. Select the appropriate transducer for weld testing.
3. Correctly identify, locate and document anomalous indications on test welds with known discontinuities.
4. Pass a practical test on ultrasonic testing in preparation for Level II certification by WSDOT.

**Recommended Attendance:**

All WSDOT personnel involved in the review or supervision of ultrasonic inspection of weldments. Design engineers involved in design or procurement of welded fabrications subject to ultrasonic inspection.

**Hours: 40**

**Class Size: 12**

**Course Code: BKG**



**Washington State  
Department of Transportation**

## Cost Sheet

### REQUEST FOR PROPOSALS

### RFP No. SD-1101-TP-05

*INSTRUCTIONS: In the table below, under Cost Per Session enter the total cost for each course included in your proposal. Enter "N/A" for courses not included in your proposal if any.*

### COURSE DELIVERY COST

**Task Description:** A task shall consist of tailoring and delivering one session of one of the courses listed below. Sessions will be held in the DEPARTMENT's Olympic Region at a training facility provided by the DEPARTMENT.

**Task Cost:** The cost per task shall be total cost per session including per diem, travel, materials, and course delivery.

**Obligation to Assign Tasks:** The DEPARTMENT is not obligated to assign any specific number of tasks to the CONSULTANT and the DEPARTMENT's obligations hereunder are limited to tasks assigned to the CONSULTANT in writing.

Course Title	Course Code	Location (Region)	Cost Per Session
Ultrasonic Testing of Bridge Pins Level I & II	BKC	Olympia/Tumwater (Olympic Region)	\$ _____
Liquid Penetrant Testing Level I & II	BKD	Olympia/Tumwater (Olympic Region)	\$ _____
Magnetic Particle Testing Level I & II	BKE	Olympia/Tumwater (Olympic Region)	\$ _____
REFRESHER Ultrasonic Testing of Bridge Pins Level I & II	CV8	Olympia/Tumwater (Olympic Region)	\$ _____
REFRESHER Liquid Penetrant Testing Level I & II	CV9	Olympia/Tumwater (Olympic Region)	\$ _____
REFRESHER Magnetic Particle Testing Level I & II	CWA	Olympia/Tumwater (Olympic Region)	\$ _____
Radiographic Film Interpretation for Weldments	BKF	Olympia/Tumwater (Olympic Region)	\$ _____
Ultrasonic Testing of Weldments Level I	CWB	Olympia/Tumwater (Olympic Region)	\$ _____
Ultrasonic Testing of Weldments Level II	BKG	Olympia/Tumwater (Olympic Region)	\$ _____

TBD = To be determined.



**Washington State  
Department of Transportation**

## Sample Format-- Agreement for Training

ORGANIZATION:  <div style="text-align: center; font-size: 1.2em;"><b>XXXXXXXX</b></div>		ADDRESS:  <div style="text-align: center; font-size: 1.2em;"><b>XXXXX</b></div>	
AGREEMENT NUMBER: <div style="text-align: center; font-size: 1.2em;"><b>0YXXXX</b></div>	THIS AGREEMENT SHALL BE EFFECTIVE FROM: <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <u>Date of Last Signature</u>  <small>MONTH Day YEAR</small> </div> <div style="font-size: 1.2em;">to</div> <div style="text-align: center;"> <u>XXXXXX XX, XXXX</u>  <small>MONTH Day YEAR</small> </div> </div>		
Require OFM Filing?    YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Federal ID No. or SSN: <div style="text-align: center; font-size: 1.2em;"><b>XXXXX</b></div>	UBI No.: <div style="text-align: center; font-size: 1.2em;"><b>XXXXX</b></div>	
MAXIMUM AMOUNT PAYABLE WORK <div style="text-align: center; font-size: 1.2em;"><b>\$XXX</b></div>	DESCRIPTION OF TRAINING: <div style="text-align: center; font-size: 1.2em;"><b>Nondestructive Test Methods for Steel Bridges</b></div>		

THIS AGREEMENT, made and entered into between the State of Washington, acting through the Washington State Department of Transportation and the Secretary of Transportation, hereinafter called the "DEPARTMENT," and the above named organization or person, hereinafter called the "CONSULTANT."

WHEREAS, the DEPARTMENT may procure CONSULTANT services under the provisions of Chapter 39.29 RCW, and

WHEREAS, the DEPARTMENT, in its continuing training and education program, desires to engage the services of a qualified CONSULTANT to provide training for the DEPARTMENT, and

WHEREAS, the CONSULTANT possesses the necessary expertise, qualifications, and training to provide this specialized instruction, and

WHEREAS, the DEPARTMENT does not have sufficient expertise to conduct this training, and

WHEREAS, the CONSULTANT has signified willingness to perform these services.

NOW THEREFORE: In consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

### I - SCOPE OF WORK

The CONSULTANT shall develop and deliver instruction upon receipt of a written task assignment from the DEPARTMENT. The scheduling may be modified by the CONSULTANT with prior agreement of the DEPARTMENT.

The CONSULTANT shall provide services, and staff and otherwise do all things necessary and incidental to the performance of the task, including but not limited to tailoring, production of training materials, and delivery of the training session including instructor travel and per diem.

Instruction shall be in accordance with the course descriptions at Exhibit D. The CONSULTANT shall tailor the training appropriately to the DEPARTMENT considering relevance to the geographic location and compatibility with the terminology, practices, and procedures of the DEPARTMENT. As a minimum, the CONSULTANT shall

tailor and submit for approval the following Training Materials for each course delivered:

#### CONSULTANT Materials

- MACRO overview
- Detailed course outline
- Hard copy of audio/visual (powerpoint) presentation
- A list of equipment used in classroom demonstrations and practical examinations.
- A list of other audio/visual aids (not included in the powerpoint presentation)

#### Course Materials

- Student notebooks/workbook
- Handouts and reference materials
- Written examination materials and/or description of practical examination procedures.



AT the training session, the CONSULTANT shall supply each student with one (1) complete set of Course Materials.

Task assignments made hereunder by the DEPARTMENT shall be issued in writing by a task assignment document in the format shown in Exhibit B (Task Order) attached hereto. The DEPARTMENT may terminate assigned tasks by providing the CONSULTANT with five (5) working days oral notice followed by written notice.

The clauses and general provisions in this Agreement shall be incorporated by reference in each task assignment of work awarded to the CONSULTANT under this Agreement.

The DEPARTMENT is not obligated to assign any specific number of tasks to the CONSULTANT and the DEPARTMENT's obligations hereunder are limited to tasks assigned to the CONSULTANT in writing. The number and locations of tasks may be modified as deemed necessary by the DEPARTMENT. A schedule of proposed offerings is at Exhibit A (Cost Sheet).

## **II - TRAINING SUPPORT**

The DEPARTMENT will furnish the following at no cost to the CONSULTANT: scratch paper, pencils, marking pens, easel, chart paper, projector screen, and other audio-visual equipment as arranged for in advance.

The course(s) will be conducted in facilities provided by the DEPARTMENT unless other mutually agreeable arrangements are made.

The CONSULTANT shall provide the DEPARTMENT's Staff Development Branch, one copy of the CONSULTANT Materials and of the Course Materials prior to the instruction of the first training course.

## **III – COPYRIGHT**

The DEPARTMENT reserves the right to procure or reproduce Course Materials subject to specific copyright limitations identified by the CONSULTANT. The DEPARTMENT shall retain copyright privilege on original materials produced under this Agreement. Pre-existing materials tailored for delivery to the DEPARTMENT shall not be defined as original materials for determination of copyright privileges. Pre-existing materials means original materials developed by the Consultant but not developed under this Agreement.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Course Materials that are delivered under the Agreement, including, but not limited to, pre-existing materials tailored for delivery to the DEPARTMENT, the CONSULTANT hereby grants to the DEPARTMENT a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and

publicly display. The CONSULTANT warrants and represents that the CONSULTANT has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the DEPARTMENT.

The CONSULTANT shall exert all reasonable effort to advise the DEPARTMENT, at the time of delivery of materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The DEPARTMENT shall receive prompt written notice of each notice or claim of infringement received by the CONSULTANT with respect to any materials delivered under this Agreement. The DEPARTMENT shall have the right to modify or remove any restrictive markings placed upon the materials by the CONSULTANT.

## **IV - PAYMENT**

The maximum amount payable under this Agreement shall be \$xx,xxx.

Federal Acquisition Regulations, 48 CFR 31, shall apply to this Agreement. CONSULTANT shall be paid by the DEPARTMENT.

Pursuant to 48 CFR 31.109 Advance Agreements, the CONSULTANT shall be paid by the DEPARTMENT the amount shown on Exhibit A (Cost Sheet) as provided in the issued task assignment, for services rendered under this Agreement. Such payment shall be full compensation and shall be paid after completion of each task assignment and upon receipt of an invoice from the CONSULTANT.

The CONSULTANT shall submit no more than one billing per month to the DEPARTMENT for services rendered under this Agreement. The billing must show a detail of all work completed and identify the corresponding task assignment (Task Order).

## **V - INSPECTION OF COST RECORDS**

The CONSULTANT shall keep available for inspection by representatives of the DEPARTMENT and the United States, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement.

If any litigation, claim, or audit, arising out of, in connection with, or related to this Agreement is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

## **VI - FEDERAL REVIEW**

The Federal Highway Administration shall have the right to participate in the review or examination of the work in progress.

## **VII - CERTIFICATION AND ASSURANCES**

Attached hereto as Exhibit C is the "Certification and Assurances."

## **VIII - SUBLETTING OR ASSIGNING OF AGREEMENT**

The CONSULTANT shall not subcontract or assign any of the work covered by the Agreement without prior written approval of the DEPARTMENT. The CONSULTANT hereby covenants that he or she is the principal herein and is not acting on behalf of an undisclosed principal.

## **IX - CONFLICT OF INTERESTS WARRANTY**

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Agreement; PROVIDED, that if the DEPARTMENT shall determine that breach or violation of this warranty has occurred, the DEPARTMENT shall have the right and privilege to terminate this Agreement, in whole or in part, without incurring any liability; PROVIDED FURTHER, that the provisions of this clause are not exclusive and are in addition to all other rights and remedies of the DEPARTMENT provided by law and under this Agreement.

The CONSULTANT shall not engage, on a full-time or part-time basis or any other basis during the period of this Agreement, any professional or technical personnel who are or have been at any time during the period of this Agreement in the employ of the Federal Highway Administration or the State, except regularly retired employees, without the written consent of the public employer of such person.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this Agreement, shall be considered employees of the CONSULTANT only and not of the DEPARTMENT, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

## **X - UNFAIR DISCRIMINATORY PRACTICES IN EMPLOYMENT**

The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in federally assisted programs of the DEPARTMENT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement.

During the performance of this Agreement the CONSULTANT agrees to refrain from unfair discriminatory employment practices including, but not limited to, the following:

1. Refusing to hire any person because of such person's age, sex, marital status, race, religion, color, national origin, sexual orientation, Vietnam-era veteran status, disabled veteran status, or the presence of a mental, physical, emotional, or sensory disability, unless based upon a bona fide occupational qualification;
2. Discharging or barring any person from employment because of such person's age, sex, marital status, race, religion, color, national origin, sexual orientation, Vietnam-era veteran status, disabled veteran status, or the presence of a mental, physical, emotional, or sensory disability, unless based upon a bona fide occupational qualification;
3. Discriminating against, or harassing in terms of conditions of employment, or in creating or contributing to a hostile work environment, any person in compensation or in other terms or conditions of employment because of such person's age, sex, marital status, race, religion, color, national origin, sexual orientation, Vietnam-era veteran status, disabled veteran status, or the presence of a mental, physical, emotional, or sensory disability, unless based upon a bona fide occupational qualification;
4. Printing, or circulating, or causing to be printed or circulated any statement, advertisement, or publication, or to use any form of application for employment, or to make any inquiry in connection with prospective employment, or to make any inquiry in connection with prospective employment, which expresses any limitation, specification, or discrimination as to age, sex, marital status, race, religion, color, national origin, sexual orientation, Vietnam-era veteran status, disabled veteran status, or the presence of a mental, physical, emotional, or sensory disability, unless based upon a bona fide occupational qualification; PROVIDED, nothing contained herein shall prohibit advertising in a foreign language.

In the event the DEPARTMENT shall determine that the CONSULTANT has not complied with the provisions of this clause, the DEPARTMENT may exercise the following agreed-upon rights of action:

1. Suspend this Agreement, in whole or in part, without incurring liability for any special or consequential damages arising therefrom; PROVIDED, a determination of the Washington State Human Rights Commission or other administrative or legal tribunal is pending and said suspension shall remain in effect no longer than three years before automatically terminating this Agreement; and/or
2. Terminate this Agreement, in whole or in part, without incurring liability for any special or consequential damages arising therefrom. The

terms stated above are in addition to any other remedies in this Agreement or law.

The CONSULTANT further agrees to include the provisions of this clause in every subcontract pursuant to this Agreement so that such provisions will also be binding upon each subcontractor.

## **XI - LIABILITY**

The CONSULTANT covenants and agrees to protect, indemnify and hold harmless the DEPARTMENT against all loss, damage, cost, charge, or expense, whether to persons or property, that may be suffered or incurred by the DEPARTMENT by reason of any act, action, neglect, omission or default, negligent or otherwise, on the part of the CONSULTANT or any of the CONSULTANT's employees or subcontractors in performing or failing to perform any of the work, services, or duties on the part of the CONSULTANT to be performed herein.

The INSTRUCTOR shall not be considered an employee of the state, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of the CONSULTANT while so engaged, shall be the CONSULTANT's sole obligation and responsibility.

IT IS FURTHER AGREED that no liability shall attach to the DEPARTMENT by reason of entering into this Agreement, except as expressly provided herein.

## **XII - AGREEMENT PERIOD**

This Agreement shall not become effective until **ten (10) working days after** such time as it has been approved and executed by the DEPARTMENT, and at such time an executed copy thereof will be returned to the CONSULTANT. This Agreement shall become effective at said time and this Agreement is intended as a continuing master Agreement for future particular task assignments as noted in Section I. The Agreement shall terminate on XXXX XX, XXXX unless terminated by Section XIII.

## **XIII - TIME FOR BEGINNING AND COMPLETION**

Task assignments shall become effective and shall be completed as specified in the task assignment document.

## **XIV - AGREEMENT TERM, TERMINATION, AND MODIFICATION**

The terms of this Agreement shall be effective as stated above. The Agreement may be extended for two additional years provided that both the CONSULTANT and the DEPARTMENT shall give evidence in writing of their mutual consent to the extension of all terms and conditions contained in this Agreement. The maximum amount authorized for payment may be increased by supplement to this original Agreement.

Either party may terminate this Agreement by providing the other party with ten (10) working days oral notice followed by written notice.

If this Agreement is terminated by the DEPARTMENT other than for any fault on the part of the CONSULTANT, the CONSULTANT shall be paid for any

expenses incurred as a result of that termination. The amount to be paid shall be determined from the actual cost incurred by the CONSULTANT in performing any authorized work to the date of termination.

In the event the services of the CONSULTANT and this Agreement are terminated by the DEPARTMENT for fault on the part of the CONSULTANT, including but not limited to inability to conduct the training, the DEPARTMENT shall not be required to make any payment to the CONSULTANT. In addition, the CONSULTANT shall be responsible for and indemnify the DEPARTMENT for any liability or damages asserted by any person, including but not limited to travel expenses of participants, when a class is canceled by the CONSULTANT.

## **XV - VENUE**

The Parties agree that any action brought to enforce the terms of this Agreement shall be brought in the Superior Court of Thurston County, which shall have exclusive jurisdiction, and shall be governed by the laws of the State of Washington.

## **XVI - LEGAL RELATIONS**

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the DEPARTMENT and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

## **XVII - EXECUTION AND ACCEPTANCE**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

## **XVIII - OFFICE OF FINANCIAL MANAGEMENT (OFM) APPROVAL**

Under the provisions of Chapter 39.29 RCW this personal services contract/amendment is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work thereunder shall be commenced nor payment made therefor until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

## **XIX - State Ethics Law, RCW 42.52**

The CONSULTANT shall comply with all applicable sections of the State Ethics law, RCW 42.52, which regulates gifts to State officers and employees. Under that statute, any State officer or employee who has or will participate with the CONSULTANT regarding any aspect of this Project is prohibited from seeking or accepting any gift, gratuity, favor or anything of economic value from the CONSULTANT. Accordingly, neither the CONSULTANT nor any agent or representative shall offer anything of economic value as a gift, gratuity, or favor directly or indirectly to any such officer or employee.

**XX – Order of Precedence**

Each of the Exhibits listed below is by this reference hereby incorporated into this Agreement. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- The terms and conditions as contained in this Agreement.
- Exhibit E – CONSULTANT's Proposal
- Exhibit F – DEPARTMENT's Request for Proposals

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

Firm Name:	_____
Signed:	_____
Title:	_____
Address:	_____
	_____
Telephone:	_____

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Human Resource Director

Date: \_\_\_\_\_

Attachments: Exhibit A – Cost Sheet \*  
Exhibit B – Task Order \*\*  
Exhibit C – Certification and Assurances (2 pages)\*  
Exhibit D – Course Descriptions (9 pages) \*  
Exhibit E – CONSULTANT's proposal  
Exhibit F – DEPARTMENT's RFP

*\*Note to RFP participants: Approved cost sheet, certification and assurances, and course descriptions from proposal are to be attached to the Agreement as Exhibit A, C, and D.*

*\*\*Note to RFP participants: A sample task order form is available, on request, from the WSDOT Staff Development office.*

Approved as to form.

This \_\_\_\_ day of \_\_\_\_\_, 2005

By: \_\_\_\_\_  
Assistant Attorney General



**Washington State  
Department of Transportation**

## **DETAILED COURSE OUTLINE** *(Example of suggested format)*

### **COURSE TITLE: DELEGATION**

#### **I. Manager's Job and the Benefits of Delegation**

##### **A. Simultaneous goals – at times in conflict**

1. Meet the needs of the Department
2. Meet the needs of personnel
  - Self/other
  - Current/preparation for future

##### **B. Delegation is a key tool available**

1. Definition: getting things done through people; trust you to do this.
2. In fact, a necessary tool for survival (manager and organization)
3. Simultaneously meets both goals of manager (organizational and personnel)

##### **C. Benefits of Delegation**

1. For Organizational and Delegator
  - Meets operational demand
  - Extends results from what a person can do to what that person can control
  - Releases time for other activities
  - Develops staff (team) initiative, skills, knowledge and competence
  - Develops involvement, morale
  - Maintains/establishes appropriate decision level
  - Optimum use of skills and personnel resources
  - Skill development
  - Faster, more accurate results
  - Builds trust in/with subordinates
  - Effective and appropriate use of authority, power and influence
2. For Delegatee
  - Provides opportunity for meaningful work
  - Develops skills, knowledge, involvement
  - Opportunity for recognition and personal reward

- Exercise responsibility
- Create path of accomplishment for future growth
- Builds experience and competence
- Builds independence
- Builds trust in manager and organization

D. Instructor's Summary: Can see that delegation is an effective tool in "getting the job done" for both the organization and the individual; it is worthwhile, now, to summarize the needs of both the organization and the individual. We will use the information when we discuss the process and decisions involved in taking appropriate delegating actions.

1. The manager needs to know the organization and where his/her function fits. Basic needs include:
  - Identify opportunities
  - Solving problems
  - Generating coherent results leading to specific goals or agreed upon direction
2. The individual has personal, job related needs:
  - Meaningful work
  - Appropriate recognition (financial or other)
  - Balance of independence and support
  - Potential for growth (financial or other)

## **II. Delegation – Elements - Process**

A. Looking for opportunities to match organization needs and personnel's needs.

1. Questions to ask in preparing for delegating:
  - What do I do?
  - What must I do – now?
  - – in the future?
  - What needs doing that I am not doing?
  - What else do I want to do?
  - What are my recurrent problems, activities?
  - What are my department's needs for growth?
  - What are my people's needs?
  - Who is available? What are their skills, knowledge, and interests?
2. *etc.....*



**Washington State  
Department of Transportation**

# Macro Overview

*(Example of suggested format)*

**Course Title: Delegation**

Summary Outline See attached detail	Behavioral Objectives	Instructional Methodology	Time Est. Hrs.
I. Manager's Job: benefits of Delegating A. Dual Goals B. Tool C. Benefits D. Overview	Participants will be able to Lecture identify benefits of delegation	facilitated discussion	1 Hour
II. Elements: Process A. Preparatory questions B. Answers organization personnel C. Act of delegating delegating plan	Participants will demonstrate the skills of effective delegation by identifying the elements and process used and process used and be able to apply concepts to real situations	brainstorming lecture example facilitated discussion	3 ½ Hours
III. Barriers A. Delegator B. Delegatee C. Situation	Participants will be able to describe the barriers to effective delegation	summary by instructor	1 Hour
IV. Reverse Delegation A. Power B. Authority C. Influence	Participants will be able to apply the concepts of reverse delegation, power, authority, and influence	lecture discussion	½ Hour
V. Personal Assessment Questions	Participants will be able to examine areas for improvement in personal application for more effective delegation	questionnaire	2 Hours
<b>TOTAL HOURS:</b>			8 Hours